

CONFIDENTIAL

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Security

1 FEB 1978

01C-78-470

MEMORANDUM FOR: Legislative Counsel

ATTENTION:

25X1

FROM:

Acting Director of Security

SUBJECT: Modification of the House Select
Committee on Assassinations Memorandum
of Understanding (U)

1. (U/AIUO) Reference is made to the attached draft of a letter from Louis Stokes, Chairman of the House Select Committee on Assassinations, to the Director of Central Intelligence. This Office has no objection to the proposed revisions in the Memorandum of Understanding provided the Office of Security is permitted to place the following material in sealed envelopes:

- a. Third Agency documents
- b. Agency background investigations which identify sources
- c. Agency polygraph information
- d. Nongermane personal information regarding staff employees and third parties.

2. (C) Any questions regarding this matter should be referred

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Attachment

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Dear Admiral Turner:

This letter is to confirm an oral agreement reached today between our staff and representatives of your Agency. It is my understanding that your Agency will allow House Select Committee on Assassinations staff personnel at the working level full access (i.e., without any prior sanitization) to all information, files and documents which are properly produceable under Paragraph I.A. of our Memorandum of Understanding. In order to achieve the basic objectives of Paragraph I.B. of our Memorandum of Understanding in a more efficient and expeditious manner, the following procedures will be followed:

1. HSCA Staff Director will inform the Agency of the names of those specific HSCA staff who are assigned investigative responsibility with respect to, and thus have a need to know, the contents of each Agency file, document, or subject of information requested from the Agency.
2. Those specific HSCA staff will periodically prepare at the Agency offices written summaries of the results of their review of your files, and they will submit their summaries for appropriate sanitization by the Agency before removing them from the Agency's premises.
3. HSCA staff will only remove from the Agency's offices the following written items; classified as appropriate:
 - a. The names and addresses of persons who are of interest to the Committee in connection with its investigation, which the Committee will use exclusively for locating and interviewing such persons;
 - b. Lists of the types of files they have reviewed (but not the substance or content of those files except as otherwise discussed herein);
 - c. The summaries noted in, and as written pursuant to, item #2 above;

d. Such other files, documents or notes as may be expressly approved by the Agency;

e. Documents and information which may otherwise be obtainable under our Memorandum of Understanding.

4. All HSCA staff members who receive access to unsanitized Agency files or documents, or who have a need to discuss or utilize the knowledge gained from such documents, will sign the attached Secrecy Agreement.

5. In conducting interviews or questioning based upon the information in item 3 (a) above, HSCA staff will not disclose the source of the information. In addition, of course, whenever the Agency files or documents reviewed is a present or past C.I.A. employee or agent, the procedure set forth in paragraph II A of our Memorandum of Understanding will be followed.

6. To the extent that HSCA staff obtain knowledge which goes beyond the information ultimately set forth in the final summaries discussed in Item 2, those HSCA staff members possessing such knowledge will only discuss it with other HSCA staff personnel who are assigned investigative responsibility for the subject matter involved, and then only if all such HSCA staff members involved in the discussion have signed the attached Secrecy Agreement.

And finally, because of the quantity of documents and files which will be obtained pursuant to this Agreement will greatly exceed that anticipated when our Memorandum of Understanding was signed, I have been authorized by the Committee to, and do hereby, amend the original Memorandum of Understanding by substituting the following for the first sentence of Paragraph VI B:

Prior to its termination, the Committee will identify to the CIA those documents which are to be made part of the permanent records of the CIA under records schedules approved by the Archivist of the United States, which control the disposal of all Agency records. In view of the large volume of material, it is agreed that physical segregation of the material will not be required in all cases. The Committee will designate those materials provided by CIA which are examined by the Committee that are to be kept and preserved within a segregated and secure area within CIA for at least thirty (30) years unless the DCI and the House of Representatives agree to a shorter period of time.

If you agree with the procedures set forth above, and the Amendment to the Memorandum of Understanding as discussed with your representatives, I would appreciate you confirming your approval by return letter.

Sincerely,

Louis Stokes
Chairman

Enclosure

SECRECY AGREEMENT

1. I, _____ have been designated to participate in certain investigations being conducted by the Select Committee on Assassinations of the House of Representatives.
2. In understanding that in the course of this investigation I may be granted access to information in unsanitized form which is classified pursuant to statute or executive order, or which has been designated by the Director of Central Intelligence (DCI) for protection from unauthorized disclosure.
3. I have read the attached letter, understand it, and agree to be bound by its terms and conditions.
4. Unless I am released from the terms of this Agreement by the DCI or the DCI's representative, in writing, I understand that the Agreement shall apply both during my association with the Committee, and at all times thereafter.
5. Pursuant to this Agreement, the DCI may exercise in accordance with the Select Committee on Assassinations Nondisclosure Agreement any or all of those sanctions set out in that Agreement which I have executed with the House Select Committee on Assassinations, if I violate the terms of this Agreement.
6. I make this Agreement without any mental reservation, or purpose of evasion.

Signature

Date

WITNESS:

Signature

Date